

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

HTC CORPORATION and HTC AMERICA,
INC.,

Plaintiffs,

vs.

TELEFONAKTIEBOLAGET LM
ERICSSON and ERICSSON, INC.,

Defendants

Case No. 6:18-cv-00243-JRG

[PROPOSED] VERDICT FORM

HTC's Proposal:

Question No. 1

Did HTC prove by a preponderance of the evidence that [REDACTED]

[REDACTED] breached any of Ericsson's commitments [REDACTED]

[REDACTED] on terms that were fair, reasonable, and non-discriminatory?

YES (for HTC) _____

NO (for Ericsson) _____

Question No. 2

Did HTC prove by a preponderance of the evidence that Ericsson breached its obligation of good faith and fair dealing in [REDACTED]

YES (for HTC) _____

NO (for Ericsson) _____

If you answered "YES" to question number 1, question number 2, or both questions, do not answer any remaining questions in this verdict form, and sign this form, and notify the Deputy Clerk. If you answered NO"to both question number 1 and question number 2 proceed to question number 3.

Question No. 3

Did Ericsson prove by a preponderance of the evidence that HTC failed to respond in good faith to a valid offer?

YES (for Ericsson) _____

NO (for HTC) _____

Please date and sign this verdict form and notify the Deputy Clerk that you have completed it.

Signed this ____ day of February, 2019.

Jury Foreperson

Ericsson's Proposal:

We, the jury, unanimously find as follows:

1. Did HTC prove by a preponderance of the evidence that Ericsson failed to negotiate in good faith for a license to Ericsson's essential patents covered by the ETSI IPR Policy?

YES _____ NO _____

2. Did HTC prove by a preponderance of the evidence that Ericsson failed to make a FRAND offer for a license to Ericsson's essential patents covered by the ETSI IPR Policy?

YES _____ NO _____

3. Did HTC prove by a preponderance of the evidence that Ericsson breached Ericsson's RAND commitment for WiFi patents to IEEE?

YES _____ NO _____

4. Did Ericsson prove by a preponderance of the evidence that HTC failed to negotiate in good faith?

YES _____ NO _____

Jury Foreperson